1401 H Street, N.W. Suite 1020 Washington, D.C. 20005 Office 202/326-3821 Fax 202/326-3826



DOCKET FILE COPY ORIGINAL

Lynn Shapiro Starr Executive Director Federal Relations

February 5, 1997



Mr. William F. Caton Acting Secretary Federal Communications Commission 1919 M Street, NW Room 222 Washington, DC 20554

Re:

CC Docket 97-1, Informational Filing in Connection with Application by Ameritech Michigan Pursuant to Section 271 of the Communications Act

Dear Mr. Caton:

Enclosed please find an original plus six copies of Ameritech Michigan's filing, which contains information relevant to Ameritech Michigan's Application to Provide In-Region, InterLATA services in the State of Michigan, which was filed with the Commission on January 2, 1997, and amended on January 17, 1997. See, Revised Comment Schedule for Ameritech Michigan Application, as amended, for Authorization under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of Michigan, Public Notice, DA 97-127 (Common Carrier Bur. rel. January 17, 1997).

This Informational Filing includes filings that were docketed or made with the MPSC subsequent to January 16, 1997, in MPSC Case No. U-11104, which is addressing Ameritech Michigan's compliance with Section 271. These additional filings are included in Volume 4.1, Part 6.



Mr. William F. Caton February 5, 1997 Page Two

Also, attached hereto is an affidavit signed by a duly authorized employee certifying that all information supplied in the Application and this Informational Filing is true and accurate.

Please contact me if we can be of further assistance.

Sincerely,

Lynn S. Starr

Executive Director - Federal Relations

cc: U.S. Department of Justice

Michigan Public Service Commission International Transcription Service

Ameritech Michigan Michigan

Before the FEDERAL COMMUNICATIONS COMMISSION Washington, DC 20554

In the Matter of		
Application of Ameritech Michigan Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Michigan)))))	CC Docket No. 97-1 FEB 5 - 1997 FEDERAL OFFILE OF SECRETARY

AFFIDAVIT

I hereby certify that all information supplied in Ameritech Michigan's Informational Filing is true and accurate.

Lynn S. Starr

Executive Director - Federal Relations

Subscribed and Sworn Before me this _5___ day of February 1997.

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Notary Public District of Columbia

My Communion Pyrken January 14 1999

DOCKET FILE COPY ORIGINAL

Before the FEDERAL COMMUNICATIONS COMMISSION Washington, D.C. 20554

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Application of Ameritech)	
Michigan Purquant to Section	Ń	CC Decket No. 07

Michigan Pursuant to Section)
271 of the Telecommunications)
Act of 1996 to Provide In-Region)
InterLATA Services in Michigan)

In the Matter of

CC Docket No. 97-1

FEB 5 - 1997
FEDERAL OFFICE OF SECRETARY

Volume 4.1:
Before the
Michigan Public Service Commission
Case No. U-11104

Complete Docket Part 6



→ file

January 17, 1997

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
P.O. Box 30221
Lansing, MI 48909

MPSC Case No. U-11104

Dear Ms. Wideman:

MICHIGAN PUBLIC SERVICE

JAN 1 7 1997

COMMISSION

Brooks Fiber is in the process of preparing comments for submission to the FCC with regard to Ameritech's application to provide in-region interLATA services in Michigan. In order that the MPSC should have a more complete record on which to base its recommendations to the FCC with regard to the above-referenced matter, Brooks Fiber submits the following partial listing of continuing operational and anti-competitive problems we have recently experienced with Ameritech. All of these problems have been brought to Ameritech's attention, and remain unresolved. Brooks Fiber believes that until these issues are resolved, Ameritech cannot be in compliance with the fourteen point "competitive checklist" set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996, and cannot be permitted to provide in-region interLATA services in Michigan.

Brooks Fiber recognizes that Ameritech has improved its level of service since Brooks Fiber first began to provide local exchange service in 1995. There are, however, serious continuing operational and anti-competitive issues which have a significant adverse impact on competition for local exchange service in Michigan. The following is a partial listing of continuing operational and anti-competitive problems Brooks Fiber has recently experienced with Ameritech. This is by no means an exhaustive list. A representative sampling of incident reports have also been attached.

1. <u>Unfair competition</u>. Brooks Fiber has received many reports of unfair competition by Ameritech. Ameritech has created a "win-back" department to target customers who have switched or are considering a switch to Brooks Fiber. Ameritech employees frequently disparage Brooks Fiber's service, telling customers that Brooks Fiber's service is inferior, or that if they switch to Brooks Fiber their service will receive less priority than with Ameritech. Brooks Fiber requests for Customer Service Records ("CSRs") are frequently passed on to Ameritech sales representatives who then contact those customers and attempt to dissuade them from switching to Brooks Fiber. Ameritech has also discouraged customers from requesting their own CSRs. Customers who have considered switching to Brooks Fiber have also informed us that Ameritech

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told them that they would be dropped from directory assistance if they switched to Brooks Fiber. We have also received information that Ameritech has been attempting to sign large customers in exchanges served or about to be served by Brooks Fiber to long-term contracts. These long-term contracts have high penalties for early termination. Even when a customer decides to terminate these long-term contracts, Ameritech will frequently refuse to provide or will provide inaccurate information regarding the penalty for early termination. Ameritech has also refused to disclose or provide copies of customer contracts; either to Brooks Fiber pursuant to a signed Letter of Agency ("LOA"), or to the customer itself.

- Tving arrangements. Ameritech has been actively marking a long-term contract for intraLATA toll services, the "Value Link" contract, to existing customers in areas served by Brooks Fiber. Value Link contracts are for intraLATA toll service only; they do not purport to restrict the customer's choice for local exchange service. However, customers that sign these Value Link contracts for intraLATA toll services are unable to switch their local exchange services to Brooks Fiber because Ameritech refuses to accept intraLATA toll traffic from Brooks Fiber. Brooks Fiber has implemented dual PIC and can route intraLATA toll calls to Ameritech. This would preserve the Value Link contract and permit competition for local exchange service. However, Ameritech claims that it has no obligation to provide intraLATA toll service and has refused to accept such calls from Brooks. Ameritech does, however, accept such calls from other independent telephone companies in Michigan. The effect of this action is to tie the provision of one type of service in one market -- intraLATA toll -- to the provision of another type of service in another market -- local exchange -- without any contractual obligation with regard to local exchange service, thereby injuring competition for both types of service.
- 3. <u>Discriminatory treatment</u>. Ameritech frequently discriminates against Brooks Fiber in providing service. Brooks Fiber must rely on Ameritech to provide it with a Firm Order Commitment ("FOC") date. Ameritech orders receive preferential FOC dates. Ameritech will provide Brooks Fiber with one FOC date and then offer the customer an earlier FOC date if they stay with Ameritech. Ameritech orders also receive priority for installations. In the event of a shortage of Ameritech technicians, Ameritech will pull employees off of Brooks Fiber jobs and reassign them to Ameritech jobs. Another form of discriminatory treatment frequently occurs with new installations. Although Ameritech will build new loops to the existing location of the Network Interface Device ("NID") and reconnect the customer side of the NID for itself without charge, it will frequently build new loops to different locations, sometimes on the opposite side of the building, and disconnect the customer side of the NID for Brooks Fiber customers, leaving them without service.
- 4. Failure to provide reliable Operations Support Systems ("OSS"). The poor quality of Ameritech's OSS puts Brooks Fiber at a significant competitive disadvantage. Contrary to repeated assertions by Ameritech, AMERITECH'S OSS ARE NOT RELIABLE AND DO NOT WORK AS ADVERTISED. Ameritech's OSS are so

limited and unreliable that most orders cannot be processed by OSS, and each order processed by OSS must be manually confirmed by Brooks Fiber because orders will be dropped, canceled or lost by Ameritech at random. Most recently, on January 13, 1997, Brooks Fiber failed to receive 90 FOC dates Ameritech maintains were delivered by its OSS on that date. Brooks Fiber was not even aware of, let alone using, most of the OSS described in Ameritech's 271 application to the FCC. Brooks Fiber is aware that Ameritech has blamed Brooks Fiber and other users for the poor performance of its OSS, and has even attempted to stifle criticism of its OSS by filing a libel suit in U.S. District Court over statements an AT&T executive made on its ability to process orders. However, even when Brooks Fiber has addressed its problems with Ameritech's OSS, it still does not work. The fact remains that Ameritech's OSS are simply inadequate and incomplete.

- 5. Failure to provide billing in electronic format. Ameritech continues to bill Brooks Fiber for unbundled services by paper invoice. These bills are voluminous and amount to approximately one foot of documentation every month. It is impossible to verify the accuracy of these bills in a timely manner. Billing must be in electronic format and coordinated with an operable OSS in order to be manageable.
- 6. Poor coordination of customer cutovers. Ameritech and Brooks Fiber must coordinate their cutovers in order to minimize customer down time. Brooks Fiber knows that Ameritech is capable of adequate cutover coordination because difficult cutovers have been accomplished without undue difficulty on several occasions. However, Ameritech has increased customer down time on many cutovers by cutting off service prior to the scheduled time, refusing to begin cutovers at the scheduled time, providing Brooks Fiber with inaccurate information, performing improper installations and generally refusing to cooperate (e.g., taking extended breaks in the middle of a cutover, withdrawing and reassigning personnel to work on Ameritech jobs, refusing to authorize overtime, etc.).
- 7. <u>Missed installation dates</u>. Ameritech will frequently fail to show up on time or at all for Brooks Fiber installations. On several occasions Ameritech also failed to show up for subsequent rescheduled installation dates. Ameritech will frequently delay installation dates by providing Brooks Fiber with inaccurate customer information or because preliminary work is not performed in a timely fashion.
- 8. <u>Misinformation</u>. Ameritech has provided Brooks Fiber with inaccurate information regarding customers and customer service and equipment. This has resulted in many unnecessary delays and additional work.
- 9. Refusal to provide unbundled services. Ameritech has refused to provide certain services it provides to its own customers to Brooks Fiber on an unbundled basis in spite of the fact that it is required to do so by state and federal law, and has agreed to do so in its interconnection agreement.

We will provide you with a copy of Brooks Fiber's FCC filing as soon as it becomes available. If you have any questions, please do not hesitate to call.

Very truly yours,

Todd J. Stein (P44159) Regulatory Specialist

Enclosures

cc: All parties of record



Order	dentification_
Customer Name:	Order#
Telephone #:	
Customer Address:	
Brief Description of Problem:	
* extracted from	e-mail dated 1/9/97 *

"I received a call today from	
	alled her today trying to win the account
back, saying that Brooks service does	
Gerri said she got very confused and	
	they refused. The Ameritech person's
name is Jenette (616) 261-6047.	
- The second sec	

-	
Order Date:	Inservice Date:
Reporter's Name:	Reporting Dept.



BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC.

Customer Name:	Order# N/A
Telephone #:	
Customer Address:	
Brief Description of P	roblem:
	GR office asking about Brooks service. Customer was
referred to me, the sa	ales rep. in the Zeeland area. This was on or about
10/28/96. I received	copies of the customers Ameritech phone bill and was
putting a proposal tog	getner. was the contact at the conta
	Ameritech, asking about competition and it AMI could
compete with the low	Brooks rates. The AMI contact then told Janice that if
lid go with B	rooks, the service would be secondary. If she were
	d get better service then if she were a Brooks customer.
The customer then ca	alled me with this information, but did not have the name
of the person she spo	oke with at AMI. I told her that this wasn't true. To date
is still with All	MI, and has created doubt in their minds about Brooks.
	. ••
Order Date:	Inservice Date: N/A substitute
Reporter's Name	Respirition Despi



BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC.

	dentification
Customer Name:	Order#
Telephone #:	
Customer Address:	
Brief Description of Problem	
I received information that	was interested in Brooks Fiber
Communications. After I met with the sign a LOA, the very next day Amerite sent them a proposal on their local exeat the proposal and Brooks figures a	customer and had them ech called on SLR. The Ameritech Rep. change rates, trying to better Brooks. I and prices still beat AMI. The customer oks. The customer also said now AMI is
interested because brooks is linereste	a and mining to date as money.
t.	

Order Date:	
	Inservice Date: ************************************



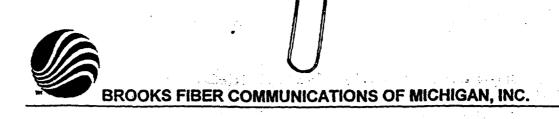
Customer Name: Order #
Telephone #:
Customer Address:
Brief Description of Problem:
"This order was for a new loop for our customer. This was to be a second line
for the customer. She had working Ameritech service on phone number *****.
When our loop was installed for phone number ***** her working Ameritech
service went dead. The customer called into Brooks to find out what we had
done.
I investigated the problem with Tim at the NECC. He found that the cable pairs
that had the working AMI service had been re-used for the new Brooks service.
He immediately put an AMI order into the system to get the customer's AMI
service working again that day.
Tim was able to push this order through and got the customer connected that
day. However, by this time, the customer was very upset. The AMI tech that
was sent to the customer premises to re-install her AMI service told the
customer that all of her problems were caused by Brooks."
Order Date: Inservice Date:
Reporter's Name: Reporting Dept



noğumlinablering

Customer Name:	Order#
Telephone #:	The state of the s
Customer Address:	
	19.20 Television (19.20)
Brief Description of P	roblem:
Customer wanted to	switch over to us with Centrex service. We waited and
****	onfirmation. We finally called and found out that the order
had been forwarded t	o a different department at AMI. When asked why, we
were told that	ould have to pay a penalty if they wanted to switch their
centrex service over.	We ended up having to put the order on hold until the
lawyers can get it set	

	••
,	
Order Date: 11-01-96	Anservice Date: On Hold and second and
Reporter's Name:	A REPORTER BEING



Order	dentification
Customer Name:	Order# Pending
Telephone #:	
Customer Address:	
Brief Description of Problem:	
This customer was told initially by Am	
	nalty would be \$400. Now, Ameritech
	nd \$12,000. Ameritech claimed that the
	was not trained on Centrex or not in that
department so did not have authorizat	tion to quote anything. The customer may
	e is quite concerned now about switching
to our service because of what Amerit	ech is now threatening to charge him.
-	
The State of the S	

Order Date: Pending	Inservice Date: N/A
Reporter's Name:	Reporting Dept.

ATTACHMENT 1

AMIZZIA

Ameritech ValueLinkin Plus Agreement

This is an agreement between

ValueLink** Plus, an optional calling plan offered under tariffs filed with the Indiana Utilities Regulatory Commission, the Michigan Public Service Commission, the Public Udlity Commission of Ohio, and the Public Service Commission of Wisconsin.

Term:

The term of this Agreement commences when Customer executes this Agreement and Ameritech installs the ValueLink Plus calling plan and shall continue for the term selected by the Customer on page 2 of this Agreement.

Usave Commisment

In the event Customer's applicable usage falls below the minimum monthly usage commitment (MMUC) level. Customer will be billed the difference between actual usage and the commitment level. If an annual usage commitment is selected, then the Customer will be billed the difference on an annual basis or at contract expression. The annual usage commitment is only available on the 36 month term of Option B (see page 2).

Bates and Users Commitment

Vidualink Plus service offers reduced per minute rates on specific usage when Customer agrees to a minimum usage level as specified by Customer on page 2 of this Agreement. In the event Customer's applicable usage falls below its commitment level. Customer will be billed the difference between actual usage and the commitment level. If Customer clears a minimum monthly usage commitment ("MMUC"), the difference will be billed on the next monthly bill. If Customer elects a minimum annual usage commitment ("MAUC"), Customer will be billed the difference on an annual basis or at contract expiration.

Pate Options

Customer may elect Option A or Option B on page 2 of this Agreement. Under Option B. American Intral ATA usage from American Calling Card contributes to Customer's satisfaction of its MMUC or MAUC.

OPTION A			
MMUC	18 Mas.	1 36 Mas.	
550	0.14	0.12	
\$103	0.13	0.11	
5250	0.125	0.105	
5500	0.12	0.10	
51.000	0.11	1 11.9	
\$2,500	0.10	1 0.8	
		1 (.087 in OH)	

OPTION B				
MMUC	18 Mcs.	MAUC	36 Mg.	
555	0.14	\$660	0.12	
\$105	0.13	\$1,260	i an	
\$255	0.125	\$3,060	alos	
\$\$05	0.12	\$6.060	0.10	
\$1.005	0.11	\$12.060	0.09	
\$2,305	0.10	\$30.060	0.08	
			(.087 In OH)	

Early Termination:

Except as provided elsewhere in this Agreement. If Customer terminates this Agreement prior to its expiration.

Customer will be billed termination liability equal to (MMUC) X (Number of months remaining in Agreement term) or (MAUC) X (Number of months remaining in Agreement term).

Seristection Guarantee:

Americch agrees to waive termination liability when Customer is a first time subscriber to Valuel ink and widtle ninety (90) days of the Valuel ink installation.

Limitation

Customer's usage commitment is satisfied by direct dialed, station-to-station, Intrastate/intral_ATA long distance usage, including Michigan zone usage, on business classes of service. ValueLinks Plus rates do not apply to Michigan zone usage.

Liability:

The liability, if any, of Americeh, its affiliates, successors, agents or assigns for damages to Customer or to any third narry whether in negligenes, tort, contract or otherwise, for any mistake, omissions, interruptions, defects, dalays, errors, injunes, non-performance or performance failures of the service covered under this Agreement is limited to an amount equal to a promise reduction of the NIMIUC or NIAUC, whichever is applicable.

AMIZZZA

Ameritech ValueLinksM Plus Agreement

A BE THE SECTION OF THE SECTION

Solect one term and one usage commitment from Option A & Option B.

		·	Post-It* brand fax trans	Frem Ca. Phone For 44
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Term:	18 months		36 months	Customer Inicials:
Monthly Usage Com	nitment			Customer Initials:
	\$100	5250	\$500	\$1.000 \$72.50
Promotion Type(s):			7*	
			DK	
			ing curd usage)	
Term:	18 months		36 months	Customer Initials:
Monthly Usage Comm	itment 118 month to	erm only):		
\$55	\$105	\$2.55	\$\$ 05	\$1.005 \$2.50
		c	R	
Annual Usage Commit	ment (36 month ses	em only):		Customer Initials:
× 5660	51.260	53.060	\$6.060	\$12,060 \$30.0
Promotion Type(s):				* • •
Your signature ticknow Plus service and that y	riedges that you u	inderstand and acc to make the comm	cpt the terms and co	onditions for the Americach vice for this account.
COSTONER			AMERIJECA	
Authorized Customer	Signature		Authorized America	ch Signature
Print/Type Name DON FREEHAF	ER		Printype Name	
Title		· ·	Date	



	dentification ** ***
Customer Name:	Order#
Telephone #:	
Customer Address:	
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Brief Description of Problem:	
The customer needed a line as soon a	as possible. Amentech made us wart
six (6) days. The customer did not wa	
and received her line within two (2) da	ys

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	No. 1111-1-11-11-11-11-11-11-11-11-11-11-11
	·
Order Date:	Inservice Date: None &
DanataresNames	Recognition District



	nabr(0)	demification		
Customer Name:	1		Order #	
Telephone #:	Section 1			
Customer Address:			·	
Brief Description of F	Problem:	***	****	
•				· , .•
بوقع دور واستهیار ده بدو. کشتون چو ماداختند بارده میشودید «مدانا» سوداناتها	شاعد المدينية البرانية والتأويدية الإدارية ويور ويور ويور الله .	Paramagas - 6 - ministration side Spaces acrossive States are	Mar 18-70	
Customer was in hos				
released. Brooks Cu	istomer Care dep	artment asked	that the order b	e expedited.
	annia, esperimento de la compansa d			***************************************
On the morning of 12				
she got installed with				
couldn't install her an			er was cancelle	ed and
Brooks Dispatch and	Provisioning wer	e notified.		······
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niaanste sek karasagagagaga parramente ayandunan kabili silasminan ka				
Order Date: 12/12/96		Inservice Dat	e; N/A	



	Order identific		
Customer Name:		Order#	
Telephone #:			
Customer Address:	-		· · · · · · · · · · · · · · · · · · ·
Brief Description of Probl	em:		
"This customer was sche	duled to cut today a	t 10am. Due to Amerite	ch having
problems of their own, the			
stuff.			
On 1/6/97 at 10:15am An		- **	
scheduled to cut the ISLI			
back to say the cut wasn'		se of excessive trouble	oroblems-
it needs to be reschedule	d. "	············	
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Order Date:	Inse	vice Date:	
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Customer Name:		Order #	
releptione #.	green was a grant		Same and the second
Customer Address:			
German and the second s			
Brief Description of Prol	olem:		
This customer was to ha	avo (0) novi loone in	stalled on due date	(1/7/07)
It was done one day late			
repairs so they pulied th		ic . Amenicon nad	est extra
ropano do tricy pariou tri	On toolinixano.		
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Order Date: 1/7/97	Inse	ervice Date: 1/8/97	
Panadade Names	- 0000000000000000000000000000000000000	io)rimo ( Bicio)e.	l



### BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC.

#### AMERITECH INCIDENT REPORT

Customer Name:	ntitication Order#	
Telephone #:	e septiment	t de la face de la companya de la co
Customer Address:		

Brief Description of Problem: THIS WAS A BRAND NEW BUILDING CUSTOMER WAS GETTING READY TO MOVE INTO, WE ORDERED 15 NEW LOOPS WHICH WERE INSTALLED ON 12/5. WHICH ALLOWED US TO HAVE EXTRA TIME TO TEST THE LINES BEFORE TURNING THEM UP. DUE TO CONSTRUCTION SETBACKS THE DUE DATE WAS PUSHED OUT TO 12/19, ON 12/18, OUR TECH WENT TO THE CUSTOMER SITE TO TEST THE LINES AND FOUND THAT AMI HAD NOT BROUGHT THE LINES INTO THE EQUIPMENT ROOM BUT INSTEAD LEFT THEM OUTSIDE THE BUILDING. DUE TO CONSTRUCTION WAS COMPLETE, WE HAD TO HAVE OUT AND EVALUATE THE SITE TO SEE IF IT WOULD BE POSSIBLE FOR THEM TO GET THE LINES INTO THE EQUIPMENT ROOM WITHOUT TOO MUCH TROUBLE. THEY FOUND CONDUIT FROM THE CLOSET TO THE OUTSIDE ABOUT 4 FEET FROM THE NIJ. FORTUNATELY. ALSO HAD ENOUGH CABLE PAIRS TO DO THE REQUIRED WORK IMMEDIATELY SO THAT THE SCHEDULED CUTOVER FOR THE NEXT DAY WAS NOT AFFECTED. THIS COULD HAVE TURNED INTO A HUGE LOSS OF REVENUE AS THIS CUSTOMER HAS OVER 200 LINES WITH BROOKS CURRENTLY. Order Date: ____ Inservice Date: Reporting Dept Reporter's Name:



	في المناف بالمنافق في المنافق بين بين المنافق المنافقة بالمنافقة المنافقة المنافقة المنافقة المنافقة المنافقة	Identification	***		
Customer Name:	N/A		Order #	N/A	· · · · · · · · · · · · · · · · · · ·
Telephone #:					
Customer Address:	ra i di				
Brief Description of	Problem:				
Provisioning still has	a problem with	the electronic t	ransfer with	n Ameritech	ì.
For instance, on 1/1					
[firm order commitm			en en la empre equal a la distrib		
		······································			······································
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Order Date:		Inservice D	aie).		
Reporter's Name:		Renoring			



Customer Name:	der#
Telephone #:	
Customer Address:	
Brief Description of Prob	lem:
Found problem when ch	ecking with Ameritech on an account for
Todala problem When on	
	r was cancelled in error by their system. Order should
	ed. This error caused a delay in the process to get
this customer hooked up	,
Vim from Ameritach took	the cancel status off of this account so this order could
be completed.	the cancer status on or this account so this order could
·	
Brooks was not notified o	of this error until we contacted Ameritech.
***************************************	
**************************************	
	······································
·	
Order Date: 12/7/96	Inservice Date: 4/7/97
Reporter's Name:	



Customer Name:	Order#
Telephone #:	
Customer Address:	
Brief Description of Problem:	
Found problem when checking w	ith Ameritach on an account for
Tourid problem when checking w	in Americal of an account of
Ameritech said this account was	cancelled in error by their system. This error
caused a delay in the processing	of this order.
	-
	cel status off of this account so this order could
be processed.	
Brooks was never notified of this	error until we contacted Ameritech.
District Vice House of Alle	
······································	
Order Date: :12/18/96	Inservice Date: 4/7/97
Reporter's Name	Records date. 17797